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February 13, 2019

VIA ECF

U.S. District Judge Brian M. Cogan
United State District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York

Re: *Nelson v. P.L.G. 499 Rogers, LLC, and Rita Leocal*
1 18-cv-07074-BMC

Dear Judge Cogan:

This firm represents Defendant P.L.G. 499 Rogers, LLC (hereinafter Defendant.) We were retained and filed a notice of appearance today (ECF Doc. 13). I write pursuant to Rule 2(B) and (E) of Your Honor's Individual Rules of Practice to request a 30-day extension from today for Defendant to answer, move, or otherwise respond to the Complaint. Defendant was served on December 18, 2018 and has not yet responded. By order of the Court entered on February 8, 2019, Your Honor ordered that Plaintiff's time to move for default judgment was extended until February 15, 2019.

This is Defendant's first request for an extension. Defendant requests this extension for counsel to have time to review and investigate the allegations in the Complaint and determine an appropriate response and the possibilities of settlement.

Defendant waives any personal service defenses. Plaintiff's counsel has consented to Defendant's request on that condition notwithstanding Defendant's default.

Plaintiff's counsel agrees not to move for a default judgment against Defendant pending this application for an extension and if the application is granted then upon Defendant's timely response to the Complaint.

By order of the Court filed on January 8, 2019, the initial pretrial conference in this case was adjourned *sine die* upon Plaintiff's request for a certificate of default.

Thank you for your consideration of this request.

Yours truly,

A handwritten signature in dark ink, appearing to read "Andrew Weltchek". The signature is fluid and cursive, with the first name "Andrew" and last name "Weltchek" clearly distinguishable.

Andrew Weltchek

cc: Erik M. Bashian, Esq. (via ECF)